

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

RONALD LEE COOPER,

Plaintiff,

v.

EQUIFAX INFORMATION
SERVICES, LLC; EXPERIAN
INFORMATION SOLUTIONS,
INC.; and TRANS UNION LLC;

Defendants.

CASE NO. 1:21-cv-02526-
LMM-CCB

DEFENDANT EXPERIAN INFORMATION SOLUTIONS, INC.’S
ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFF’S
COMPLAINT

Defendant Experian Information Solutions, Inc. (hereinafter “Experian”), by and through the undersigned counsel, responds to Plaintiff’s Complaint as follows.

In response to the unnumbered Paragraph on page 1 of the Complaint, Experian admits that Plaintiff has brought this action, but otherwise, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies, generally and specifically, each and every allegation of the unnumbered opening Paragraph of the Complaint.

INTRODUCTION

1. In response to Paragraph 1 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.
2. In response to Paragraph 2 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.
3. In response to Paragraph 3 of the Complaint, as to the allegations in Paragraph 3 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 3 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 3 of the Complaint.
4. In response to Paragraph 4 of the Complaint, as to the allegations in Paragraph 4 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 4 that relate to Experian, Experian admits that it is a “consumer reporting agency” as defined by 15 U.S.C. §

1681a(f). Experian denies, generally and specifically, each and every remaining allegation of Paragraph 4 of the Complaint.

5. In response to Paragraph 5 of the Complaint, as to the allegations in Paragraph 5 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 5 that relate to Experian, Experian admits that it is a “consumer reporting agency” as defined by 15 U.S.C. § 1681a(f) and, as such, issues “consumer reports” as defined by 15 U.S.C. § 1681a(d). Experian denies, generally and specifically, each and every remaining allegation of Paragraph 5 of the Complaint.

6. In response to Paragraph 6 of the Complaint, Experian admits that the Complaint purports to summarize a portion of the Fair Credit Reporting Act (“FCRA”). Experian states that the FCRA is a statute that speaks for itself, and Experian denies Paragraph 6 to the extent it is inconsistent with the FCRA. Experian denies, generally and specifically, each and every remaining allegation of Paragraph 6 of the Complaint.

7. In response to Paragraph 7 of the Complaint, Experian admits that the Complaint purports to summarize a portion of the FCRA. Experian states that the

FCRA is a statute that speaks for itself, and Experian denies Paragraph 7 to the extent it is inconsistent with the FCRA. Experian denies, generally and specifically, each and every remaining allegation of Paragraph 7 of the Complaint.

8. In response to Paragraph 8 of the Complaint, Experian admits that the Complaint purports to summarize and cite a portion of a 1982 case. The case cited speaks for itself, and Experian denies Paragraph 8 to the extent it is inconsistent therewith. Experian denies, generally and specifically, each and every remaining allegation of Paragraph 8 of the Complaint.

9. In response to Paragraph 9 of the Complaint, as to the allegations in Paragraph 9 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 9 that relate to Experian, Experian admits that the Complaint purports to interpret part of the FCRA. Experian states that the FCRA is a statute that speaks for itself, and Experian denies Paragraph 9 to the extent it is inconsistent with the FCRA. Experian denies, generally and specifically, each and every remaining allegation of Paragraph 9 of the Complaint.

10. In response to Paragraph 10 of the Complaint, as to the allegations in Paragraph 10 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 10 that relate to Experian, Experian admits that the Complaint purports to summarize and cite a portion of the FCRA. Experian states that the FCRA is a statute that speaks for itself, and Experian denies Paragraph 10 to the extent it is inconsistent with the FCRA. Experian denies, generally and specifically, each and every remaining allegation of Paragraph 10 of the Complaint.

11. In response to Paragraph 11 of the Complaint, as to the allegations in Paragraph 11 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 11 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 11 of the Complaint. Experian denies, generally and specifically, that Plaintiff is entitled to judgment against or any relief whatsoever from Experian.

THE PARTIES

12. In response to Paragraph 12 of the Complaint, Experian admits, upon information and belief, that Plaintiff is a “person” as defined by 15 U.S.C. § 1681a(b) and a “consumer” as defined by 15 U.S.C. § 1681a(c). Except as specifically admitted, Experian lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 12 of the Complaint, and, on that basis, denies, generally and specifically, each and every remaining allegation of Paragraph 12 of the Complaint.

13. In response to Paragraph 13 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of Paragraph 13 of the Complaint.

14. In response to Paragraph 14 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of Paragraph 14 of the Complaint.

15. In response to Paragraph 15 of the Complaint, Experian admits that it is an Ohio corporation. Experian further admits that it is qualified to do business and conducts business in the State of Georgia. Except as specifically admitted,

Experian denies, generally and specifically, each and every remaining allegation of Paragraph 15 of the Complaint.

16. In response to Paragraph 16 of the Complaint, Experian admits that it is a “consumer reporting agency” as defined by 15 U.S.C. § 1681a(f). Experian further admits that it compiles consumer information and provides “consumer reports” as defined by 15 U.S.C. § 1681a(d). Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation of Paragraph 16 of the Complaint.

17. In response to Paragraph 17 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of Paragraph 17 of the Complaint.

18. In response to Paragraph 18 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of Paragraph 18 of the Complaint.

JURISDICTION AND VENUE

19. In response to Paragraph 19 of the Complaint, Experian admits that Plaintiff has alleged jurisdiction based on 28 U.S.C. § 1331 and 15 U.S.C. § 1681p.

Experian states that this allegation is a legal conclusion that is not subject to denial or admission.

20. In response to Paragraph 20 of the Complaint, Experian admits that Plaintiff has alleged that venue in this district is proper pursuant to 28 U.S.C. § 1391(b)(2). Experian states that this allegation is a legal conclusion that is not subject to denial or admission.

FACTS

21. In response to Paragraph 21 of the Complaint, Experian states that the allegations are vague, and on that basis, denies, generally and specifically, each and every allegation of paragraph 21 of the Complaint.

22. In response to Paragraph 22 of the Complaint, as to the allegations in Paragraph 22 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 22 that relate to Experian, Experian admits that the Complaint purports to summarize and cite a portion of the FCRA. Experian states that the FCRA is a statute that speaks for itself, and Experian denies Paragraph 22 to the extent it is inconsistent with the FCRA.

Experian denies, generally and specifically, each and every remaining allegation of Paragraph 22 of the Complaint.

23. In response to Paragraph 23 of the Complaint, as to the allegations in Paragraph 23 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 23 that relate to Experian, Experian admits that the Complaint purports to summarize and cite a portion of the FCRA. Experian states that the FCRA is a statute that speaks for itself, and Experian denies Paragraph 23 to the extent it is inconsistent with the FCRA. Experian denies, generally and specifically, each and every remaining allegation of Paragraph 23 of the Complaint.

24. In response to Paragraph 24 of the Complaint, Experian states that the allegations are vague, and on that basis, denies, generally and specifically, each and every allegation of paragraph 24 of the Complaint.

25. In response to Paragraph 25 of the Complaint, Experian states that the allegations are vague, and on that basis, denies, generally and specifically, each and every allegation of paragraph 25 of the Complaint.

26. In response to Paragraph 26 of the Complaint, Experian states that the allegations are vague, and on that basis, denies, generally and specifically, each and every allegation of paragraph 26 of the Complaint.

27. In response to Paragraph 27 of the Complaint, Experian states that the allegations are vague, and on that basis, denies, generally and specifically, each and every allegation of paragraph 27 of the Complaint.

28. In response to Paragraph 28 of the Complaint, Experian states that the allegations are vague, and on that basis, denies, generally and specifically, each and every allegation of paragraph 28 of the Complaint.

29. In response to Paragraph 29 of the Complaint, Experian states that the allegations are vague, and on that basis, denies, generally and specifically, each and every allegation of paragraph 29 of the Complaint.

30. In response to Paragraph 30 of the Complaint, Experian states that the allegations are vague, and on that basis, denies, generally and specifically, each and every allegation of paragraph 30 of the Complaint.

31. In response to Paragraph 31 of the Complaint, as to the allegations in Paragraph 31 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every

allegation therein. As to the allegations in Paragraph 31 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 31 of the Complaint.

32. In response to Paragraph 32 of the Complaint, as to the allegations in Paragraph 32 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 32 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 32 of the Complaint.

33. In response to Paragraph 33 of the Complaint, as to the allegations in Paragraph 33 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 33 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 33 of the Complaint.

34. In response to Paragraph 34 of the Complaint, as to the allegations in Paragraph 34 of the Complaint that relate to other entities, Experian is without

knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 34 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 34 of the Complaint.

35. In response to Paragraph 35 of the Complaint, Experian states that the allegations are vague, and on that basis, denies, generally and specifically, each and every allegation of paragraph 35 of the Complaint.

36. In response to Paragraph 36 of the Complaint, Experian states that the allegations are vague, and on that basis, denies, generally and specifically, each and every allegation of paragraph 36 of the Complaint.

37. In response to Paragraph 37 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of Paragraph 37 of the Complaint.

38. In response to Paragraph 38 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of Paragraph 38 of the Complaint.

39. In response to Paragraph 39 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of Paragraph 39 of the Complaint.

40. In response to Paragraph 40 of the Complaint, Experian states that the allegations are vague, and on that basis, denies, generally and specifically, each and every allegation of paragraph 40 of the Complaint.

41. In response to Paragraph 41 of the Complaint, Experian states that the allegations are vague, and on that basis, denies, generally and specifically, each and every allegation of paragraph 41 of the Complaint.

42. In response to Paragraph 42 of the Complaint, as to the allegations in Paragraph 42 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 42 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 42 of the Complaint.

43. In response to Paragraph 43 of the Complaint, as to the allegations in Paragraph 43 of the Complaint that relate to other entities, Experian is without

knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 43 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 43 of the Complaint.

44. In response to Paragraph 44 of the Complaint, as to the allegations in Paragraph 44 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 44 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 44 of the Complaint.

45. In response to Paragraph 45 of the Complaint, as to the allegations in Paragraph 45 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 45 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 45 of the Complaint.

46. In response to Paragraph 46 of the Complaint, as to the allegations in Paragraph 46 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 46 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 46 of the Complaint.

47. In response to Paragraph 47 of the Complaint, Experian states that the allegations are vague, and on that basis, denies, generally and specifically, each and every allegation of paragraph 47 of the Complaint.

48. In response to Paragraph 48 of the Complaint, as to the allegations in Paragraph 48 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 48 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 48 of the Complaint.

49. In response to Paragraph 49 of the Complaint, Experian states that the allegations are vague, and on that basis, denies, generally and specifically, each and every allegation of paragraph 49 of the Complaint.

50. In response to Paragraph 50 of the Complaint, Experian states that the allegations are vague, and on that basis, denies, generally and specifically, each and every allegation of paragraph 50 of the Complaint.

51. In response to Paragraph 51 of the Complaint, Experian states that the allegations are vague, and on that basis, denies, generally and specifically, each and every allegation of paragraph 51 of the Complaint.

52. In response to Paragraph 52 of the Complaint, Experian states that the allegations are vague, and on that basis, denies, generally and specifically, each and every allegation of paragraph 52 of the Complaint.

53. In response to Paragraph 53 of the Complaint, Experian states that the allegations are vague, and on that basis, denies, generally and specifically, each and every allegation of paragraph 53 of the Complaint.

54. In response to Paragraph 54 of the Complaint, Experian states that the allegations are vague, and on that basis, denies, generally and specifically, each and every allegation of paragraph 54 of the Complaint.

55. In response to Paragraph 55 of the Complaint, Experian states that the allegations are vague, and on that basis, denies, generally and specifically, each and every allegation of paragraph 55 of the Complaint.

56. In response to Paragraph 56 of the Complaint, Experian states that the allegations are vague, and on that basis, denies, generally and specifically, each and every allegation of paragraph 56 of the Complaint.

57. In response to Paragraph 57 of the Complaint, Experian states that the allegations are vague, and on that basis, denies, generally and specifically, each and every allegation of paragraph 57 of the Complaint.

58. In response to Paragraph 58 of the Complaint, Experian states that the allegations are vague, and on that basis, denies, generally and specifically, each and every allegation of paragraph 58 of the Complaint.

59. In response to Paragraph 59 of the Complaint, Experian states that the allegations are vague, and on that basis, denies, generally and specifically, each and every allegation of paragraph 59 of the Complaint.

60. In response to Paragraph 60 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of Paragraph 60 of the Complaint.

61. In response to Paragraph 61 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of Paragraph 61 of the Complaint.

62. In response to Paragraph 62 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of Paragraph 62 of the Complaint.

63. In response to Paragraph 63 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of Paragraph 63 of the Complaint.

64. In response to Paragraph 64 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of Paragraph 64 of the Complaint.

65. In response to Paragraph 65 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the

allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of Paragraph 65 of the Complaint.

66. In response to Paragraph 66 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of Paragraph 66 of the Complaint.

67. In response to Paragraph 67 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of Paragraph 67 of the Complaint.

68. In response to Paragraph 68 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of Paragraph 68 of the Complaint.

69. In response to Paragraph 69 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of Paragraph 69 of the Complaint.

70. In response to Paragraph 70 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of Paragraph 70 of the Complaint.

71. In response to Paragraph 71 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of Paragraph 71 of the Complaint.

72. In response to Paragraph 72 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of Paragraph 72 of the Complaint.

69. In response to the second Paragraph 69 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of second Paragraph 69 of the Complaint.

70. In response to the second Paragraph 70 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the

allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of second Paragraph 70 of the Complaint.

71. In response to the second Paragraph 71 of the Complaint, Experian admits that the Complaint purports to cite and interpret part of the FCRA. Experian states that the FCRA is a statute that speaks for itself, and Experian denies the second Paragraph 71 to the extent it is inconsistent with the FCRA. Experian denies, generally and specifically, each and every remaining allegation of the second Paragraph 71 of the Complaint.

72. In response to the second Paragraph 72 of the Complaint, Experian admits that it participated in the development of the e-OSCAR system. Experian further admits that e-OSCAR was designed to provide data furnishers an online solution for processing Automated Credit Dispute Verifications (“ACDVs”). Experian denies, generally and specifically, each and every remaining allegation of the second Paragraph 72 of the Complaint.

73. In response to Paragraph 73 of the Complaint, Experian admits that the credit reporting industry uses a standard electronic data reporting format called the Metro 2 Format. The Metro 2 Format speaks for itself. Experian denies, generally and specifically, each and every remaining allegation of Paragraph 73 of the Complaint.

74. In response to Paragraph 74 of the Complaint, Experian admits the Metro 2 Format enables the reporting of some consumer data. The Metro 2 Format speaks for itself. Experian denies, generally and specifically, each and every remaining allegation of Paragraph 74 of the Complaint.

75. In response to Paragraph 75 of the Complaint, Experian admits that the credit reporting industry uses the Metro 2 Format, which is designed to foster the reporting of consumer data and is used in ACDVs. The Metro 2 Format speaks for itself. Experian denies, generally and specifically, each and every remaining allegation of Paragraph of 75 the Complaint.

76. In response to Paragraph 76 of the Complaint, Experian states that ACDVs speak for themselves. Experian denies, generally and specifically, each and every remaining allegation of Paragraph 76 of the Complaint.

77. In response to Paragraph 77 of the Complaint, Experian states that ACDVs speak for themselves. Experian denies, generally and specifically, each and every remaining allegation of Paragraph 77 of the Complaint.

78. In response to Paragraph 78 of the Complaint, as to the allegations in Paragraph 78 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every

allegation therein. As to the allegations in Paragraph 78 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 78 of the Complaint.

79. In response to Paragraph 79 of the Complaint, as to the allegations in Paragraph 79 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 79 that relate to Experian, if any, Experian admits that the Complaint purports to interpret and cite a portion of the FCRA. Experian states that the FCRA is a statute that speaks for itself, and Experian denies Paragraph 79 to the extent it is inconsistent with the FCRA. Experian denies, generally and specifically, each and every remaining allegation of Paragraph 79 of the Complaint.

80. In response to Paragraph 80 of the Complaint, as to the allegations in Paragraph 80 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 80 that relate to Experian, if

any, Experian denies, generally and specifically, each and every allegation of Paragraph 80 of the Complaint.

81. In response to the Paragraph 81 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of Paragraph 81 of the Complaint.

82. In response to Paragraph 82 of the Complaint, as to the allegations in Paragraph 82 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 82 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 82 of the Complaint.

83. In response to Paragraph 83 of the Complaint, as to the allegations in Paragraph 83 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 83 that relate to Experian,

Experian denies, generally and specifically, each and every allegation of Paragraph 83 of the Complaint.

84. In response to Paragraph 84 of the Complaint, as to the allegations in Paragraph 84 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 84 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 84 of the Complaint.

85. In response to Paragraph 85 of the Complaint, as to the allegations in Paragraph 85 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 85 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 85 of the Complaint.

86. In response to Paragraph 86 of the Complaint, as to the allegations in Paragraph 86 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those

allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 86 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 86 of the Complaint.

87. In response to Paragraph 87 of the Complaint, as to the allegations in Paragraph 87 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 87 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 87 of the Complaint.

88. In response to Paragraph 88 of the Complaint, as to the allegations in Paragraph 88 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 88 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 88 of the Complaint.

89. In response to Paragraph 89 of the Complaint, as to the allegations in Paragraph 89 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 89 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 89 of the Complaint.

90. In response to Paragraph 90 of the Complaint, as to the allegations in Paragraph 90 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 90 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 90 of the Complaint.

CLAIMS FOR RELIEF

COUNT I 15 U.S.C. § 1681e(b)

91. In response to Paragraph 91 of the Complaint, Experian repeats and incorporates by reference its responses to Paragraphs 1 through 90 as if fully set forth herein. To the extent not answered, Experian denies, generally and

specifically, each and every remaining allegation of Paragraph 91 of the Complaint.

92. In response to Paragraph 92 of the Complaint, Experian admits that the Complaint purports to cite and summarize part of the FCRA. Experian states that the FCRA is a statute that speaks for itself, and Experian denies Paragraph 92 to the extent it is inconsistent with the FCRA. Experian denies, generally and specifically, each and every remaining allegation of Paragraph 92 of the Complaint.

93. In response to Paragraph 93 of the Complaint, as to the allegations in Paragraph 93 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 93 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 93 of the Complaint.

94. In response to Paragraph 94 of the Complaint, as to the allegations in Paragraph 94 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every

allegation therein. As to the allegations in Paragraph 94 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 94 of the Complaint.

95. In response to Paragraph 95 of the Complaint, as to the allegations in Paragraph 95 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 95 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 95 of the Complaint.

96. In response to Paragraph 96 of the Complaint, as to the allegations in Paragraph 96 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 96 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 96 of the Complaint.

97. In response to Paragraph 97 of the Complaint, as to the allegations in Paragraph 97 of the Complaint that relate to other entities, Experian is without

knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 97 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 97 of the Complaint.

98. In response to Paragraph 98 of the Complaint, as to the allegations in Paragraph 98 of the Complaint that relate to other entities, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation therein. As to the allegations in Paragraph 98 that relate to Experian, Experian denies, generally and specifically, each and every allegation of Paragraph 98 of the Complaint. Experian denies, generally and specifically, that Plaintiff is entitled to judgment against or any relief whatsoever from Experian, including any relief requested in the Prayer for Relief following Paragraph 98 of the Complaint.

DEMAND FOR JURY TRIAL

99. In response to Paragraph 99 of the Complaint, Experian admits that Plaintiff has demanded a jury trial.

AFFIRMATIVE AND OTHER DEFENSES

In further response to Plaintiff's Complaint, although its investigation of the present matter is ongoing and Experian reserves the right to amend its answer in light of new information, Experian hereby asserts the following affirmative defenses, without conceding that it bears the burden of persuasion as to any of them.

FIRST DEFENSE

(TRUTH/ACCURACY OF INFORMATION)

All claims against Experian are barred because all information Experian communicated to any third person regarding Plaintiff was "accurate" as that term is used in the FCRA.

SECOND DEFENSE

(INDEMNIFICATION)

Any purported damages allegedly suffered by Plaintiff may be the results of the acts or omissions of third persons over whom Experian had neither control nor responsibility.

THIRD DEFENSE

(CONTRIBUTORY/COMPARATIVE FAULT)

Experian is informed and believes and thereon alleges that any alleged damages sustained by Plaintiff were, at least in part, caused by the actions of Plaintiff himself and/or third parties and resulted from Plaintiff's or third parties'

own negligence, which equaled or exceeded any alleged negligence or wrongdoing by Experian.

FOURTH DEFENSE

(ESTOPPEL)

Any damages which Plaintiff may have suffered, which Experian continues to deny, may have been the direct and proximate result of the conduct of Plaintiff. Therefore, Plaintiff is estopped and barred from any recovery of damages.

FIFTH DEFENSE

(INDEPENDENT INTERVENING CAUSES)

If Plaintiff sustained any of the injuries alleged in the Complaint, there may have been an intervening, superseding cause and/or causes leading to such alleged injuries and, as such, any action on the part of Experian was not a proximate cause of the alleged injuries.

SIXTH DEFENSE

(FAILURE TO MITIGATE DAMAGES)

Plaintiff may have failed to mitigate his damages.

SEVENTH DEFENSE

(PUNITIVE DAMAGES)

Plaintiff is not entitled to recover punitive damages from Experian to the extent that the Complaint fails to state a claim for relief for punitive damages. In

addition, Plaintiff cannot recover punitive damages against Experian to the extent that such an award would violate Experian's constitutional rights under the Constitution of the United States of America and the constitution of Georgia.

EIGHTH DEFENSE

(UNCLEAN HANDS)

The Complaint, and each claim for relief therein that seeks equitable relief, may be barred by the doctrine of unclean hands.

NINTH DEFENSE

(STATUTE OF LIMITATIONS)

All or some of the claims for relief in the Complaint herein may be barred by the applicable statutes of limitation, including, but not limited to, 15 U.S.C. § 1681p.

Experian reserves the right to assert additional affirmative defenses at such time and to such extent as warranted by discovery and the factual developments in this case.

WHEREFORE, Defendant Experian Information Solutions, Inc. prays as follows:

(1) That Plaintiff take nothing by virtue of the Complaint herein and that this action be dismissed in entirety;

(2) For costs of suit and attorneys' fees herein incurred; and

(3) For such other and further relief as the Court may deem just and proper.

Dated: July 14, 2021

Respectfully submitted,

/s/ Rebecca C. Reynolds

Rebecca C. Reynolds

GA Bar No. 194180

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*Attorneys for Defendant
Experian Information Solutions, Inc.*

CERTIFICATE OF SERVICE

This is to certify that on July 14, 2021, I have caused a copy of the foregoing to be electronically filed with the Clerk of the Court by using the CM/ECF system, which will send a notice of electronic filing to all counsel of record.

/s/ Rebecca C. Reynolds

Rebecca C. Reynolds

*An Attorney for Defendant
Experian Information Solutions,
Inc.*